

**AGREEMENT**  
**BETWEEN**  
**THE**  
**GREATER LOWELL TECHNICAL HIGH SCHOOL**  
**SCHOOL COMMITTEE**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY AND**  
**MUNICIPAL EMPLOYEES, COUNCIL 93**

- LEVEL A - PLUMBERS, ELECTRICIANS AND AIR-  
CONDITIONING  
TECHNICIANS
- LEVEL B - GENERAL MAINTENANCE AND SHIPPER  
RECEIVER
- LEVEL B1 - GROUNDSKEEPER HYDRAULIC/HEAVY  
EQUIPMENT LICENSE

**JULY 1, 2007 - JUNE 30, 2010**

ARTICLE I

RECOGNITION

Pursuant to the certification by Massachusetts Labor Relations Commission, Case No. MCR-2570, the Committee hereby recognizes the American Federation of State, County and Municipal Employees, Council 93, as the exclusive representative bargaining agent for the purpose of collective bargaining in respect to wages, hours of employment, standards of productivity, and other conditions of employment for all school maintenance employees, groundskeepers and shipper/receiver.

Duration: Contract shall be effective as of July 1, 2007, and continues in effect until midnight on June 30, 2010.

ARTICLE II

UNION DUES DEDUCTION

A. For the duration of this agreement or for such time as AFSCME Council 93 AFL-CIO shall be certified as the exclusive bargaining agent for the employees covered by the agreement, whichever occurs first, the Committee agrees to deduct from the pay of Union members when so authorized voluntarily and in writing by said Union members, union dues as designated in said written authorization.

Said Union dues deduction as authorized shall be deducted from Employee's earnings every month and shall be remitted to the Treasurer of Union Local #1404 by the tenth day of the month following said deduction providing said Union treasurer has posted bond as required by law.

ARTICLE III

POSTING UNION NOTICES

Bulletin board space shall be provided by the Committee in the school for posting of notices by Union Local #1404.

ARTICLE IV

STEWARDS

The Committee recognizes the right of Union Local #1404 to designate one steward from the list of its regular employees. Said steward shall serve as a channel of communication between the Committee and Union Local #1404. Union local #1404 will, in writing, furnish the Committee with the name of its designated steward and other representatives immediately following such designation and shall forthwith, in writing, notify the Superintendent-Director in the event of any change in the persons so designated. The Committee will recognize an alternate steward in case of absence of regular steward.

ARTICLE VACCESS TO PREMISES AND UNION ACTIVITIES

The Committee agrees within seven days written notice of request for Union Local #1404, to provide said Union access to all applicable employees' payroll records. Further, the Committee agrees to recognize any authorized Union Local #1404 official or the steward for Union Local #1404 in accordance with Article IV, and to permit the same to visit the Committee's Administration Office to investigate working conditions or grievances during working hours, for the purpose of adjusting disputes between the Committee and Union Local #1404, provided that those investigating first receive the permission of the Superintendent-Director or his designee as to visitations to the Committee's Administration Office.

ARTICLE VISTATE LAWS

The Committee and Union Local #1404 recognize and adhere to all applicable State Labor Laws, and to applicable Rules and Regulations.

ARTICLE VIICONTINUITY OF EMPLOYMENT

Union Local #1404 and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. Neither Union Local #1404 or any of its members shall, for the term of this agreement, engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

ARTICLE VIIIEFFECT OF AGREEMENT

Should any Article, Section or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Article, Sections and Clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Articles, Section or Clauses.

ARTICLE IXREOPENING OF CONTRACT

The parties to this agreement shall open negotiation for a new agreement no later than 60 days before termination of said contract.

The parties further agree that such negotiations may be opened sooner by mutual agreement of the parties, but in no event shall such negotiations commence later than 60 days before said termination.

Notwithstanding the foregoing, it is mutually understood by the Committee and Union Local #1404 that this applies only so long as Union Local #1404 remains certified by the State Labor Relations Commission as the exclusive representative for collective bargaining of these employees set forth in Article I of this agreement.

Merger During the life of this Agreement, the parties agree to meet to explore the feasibility of merging AFSCME, Local 1705/Security Personnel with AFSCME, Local 1404/Maintenance Personnel for the mutual benefit of the Union and the Greater Lowell Technical High School. The State Labor Relations Department shall retain jurisdiction for assistance in effectuating a mutually agreed to merger by the parties, if said merger is desired.

ARTICLE XMANAGEMENT RIGHTS

It is recognized that the Superintendent-Director has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Greater Lowell Regional Vocational-Technical School District in all its aspects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of these general regulations. It shall further be recognized that all work schedules, hours, and assignments are to be established and/or changed by the employee's supervisor and approved by the Superintendent-Director or his designee.

ARTICLE XIHOURS OF WORK

Employees covered by this agreement shall be scheduled for eight (8) hours per day, five (5) days per week. The normal work week shall be Monday through Friday.

ARTICLE XIIPAY DAY

Staff members are paid on alternating Fridays, 26 times per year. Each check covers work for the calendar period of two weeks, ending at the end of the scheduled workday on the preceding Friday. When the office is closed on Friday, payment will be made on the last regular workday that week. An itemized pay statement will be enclosed in the pay envelope, explaining any additions and/or deductions from regular salary. There shall be an annual notice of accrued sick leave.

ARTICLE XIIIEXAMINATIONS FOR TUBERCULOSIS

No person known to be suffering from tuberculosis in a communicable form, or having evidence or symptoms thereof, shall be employed or continue in employment at any school in the Commonwealth, including any college or university, in any capacity which might bring him into direct contact with any student at such school.

Immediately prior to his entering into any such employment, and at least every three years during the course of this employment thereafter, each school superintendent, principal, director, teacher, food handler, janitor, school bus driver, etc., shall file with the Superintendent or other person having charge of such school, on forms furnished by the Department of Public Health and approved by the Department of

Education, a report made by a registered physician, relative to his freedom from tuberculosis in a communicable form, and such report shall be kept as a part of the records of such school authorities. (Specific details and interpretation are given in the law).

Such reports and x-rays or intradermal tuberculin tests shall be required at least every three years from all school employees; provided that such re-examination shall not be required within three years of any previous examinations for any school employee who may transfer within the Commonwealth.

ARTICLE XIVLEAVE OF ABSENCE

A leave of absence, without pay, may be granted by the Superintendent-Director when conditions warrant. Requests outlining reasons and length of absence must be presented, in writing, to the Superintendent-Director. The Superintendent-Director will make the final determination. No benefits will be accrued while on a leave of absence status. Health and life insurance may be continued for the duration of the leave with full cost to be borne by the employee.

The parties recognize and hereby incorporate by reference the provisions of the so-called Family Medical Leave Act.

ARTICLE XVMILITARY LEAVE

Full-time employees will be granted military leave to fulfill obligations to the United States Armed Forces. Up to two (2) weeks of annual military leave may be granted with no loss in total pay. Compensation by the military will be deducted from the employee's pay for that period, upon his/her request. Any official leave of absence, without pay, will be granted for active duty in any branch of the Armed Forces of the United States. When the person is released from such service, he/she will be eligible for re-employment provided he/she notifies the Superintendent-Director within fifteen (15) days that he/she intends to return to work within thirty (30) days.

ARTICLE XVIAVAILABILITY DURING SCHOOL CLOSINGS

Whenever school has to be closed because of an epidemic, damage to a building, faulty heating, severe weather conditions or any other cause, 12-month, full-time employees shall hold themselves ready to do any work connected with the school which may reasonably be expected of them, under the direction of the Superintendent-Director. If an employee is unavailable during the time his/her salary is being continued, he/she risks losing the pay if his or her services are required.

ARTICLE XVIILEAVE FOR JURY DUTY

Any full-time employee called for duty on a jury shall be entitled to receive the difference between his or her salary and the amount of compensation for such duty if the amount of compensation is less than salary. A statement from the court showing the dates that the employee served as a juror and the reimbursement received shall be submitted to the Superintendent-Director.

ARTICLE XVIIIOVERTIME

All overtime work must be approved by the Superintendent-Director or a designee. Any employee who works in excess of eight hours in one day or forty hours in one week shall be paid for such work at one and one-half (1 1/2) times his/her regular straight time hourly rate. If any employee is required to work on a holiday, the employee shall receive one and one-half (1 1/2) times his/her regular straight time hourly rate in addition to the holiday pay. A minimum of four hours pay shall be guaranteed on any recall.

All work performed on Saturdays and Sundays shall be paid at the rate of one and one-half times the regular rate of pay with a minimum of four hours guaranteed, at this rate.

Overtime shall be distributed as evenly as possible among personnel who normally perform such related work.

Maintenance & Preparation of Sports Athletic Fields Maintenance employees shall continue the current practice of maintaining (cleaning) and preparing sports fields for School Athletic Events as needed. In addition, whenever there is a non-School event (rental) of the Greater Lowell Technical High School athletic fields, Maintenance employees shall prepare and clean fields on an overtime basis.

## ARTICLE XIX

### RESIGNATION OR TERMINATION

When an employee intends to resign or retire from his/her position with the School Committee, an advance notice equivalent to his/her annual vacation time (or a minimum of two (2) weeks) is expected. A terminating employee must return all outstanding tangible items in his/her care and clear all accounts with the bookkeeping department. A terminating employee is responsible for items not returned. Settlement must be made prior to the final check issuance.

## ARTICLE XX

### INSURANCE

1. The Committee agrees to pay 80% of an Indemnity Plan or 85% of a Health Maintenance Organization (HMO) Plan in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws. Said insurance programs will be the best available under the aforementioned statute(s).
2. The Committee agrees to pay seventy-five percent of a Dental Plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1) and 80% coverage on restorative and other basic services (Type 2), and 50% on major restorative prosthodontic (Type 3). Deductibles will apply to Type 2 and 3 services.

## ARTICLE XXI

### LIFE INSURANCE

The Committee agrees to provide term insurance in the amount of \$20,000.00.

ARTICLE XXIITRAVEL EXPENSES

Employees traveling on Committee business shall be reimbursed per mile at the rate established by the Federal Government and other approved expenses. All such expenditures shall be approved in advanced by the Assistant Superintendent/Business.

ARTICLE XXIIIHOLIDAYS

The following paid Holidays will be granted to twelve-month, full-time employees.

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Day	Washington's Birthday	Thanksgiving Day
Independence Day	Labor Day	Day after Thanksgiving
Patriots' Day	Veterans' Day	Christmas Day

If any of the above holidays fall on Saturday or Sunday, an additional day off or compensatory amount of money will be paid to the employee at the employee's option.

At the discretion of the Superintendent-Director or his designee a like number of days afforded to any other group of personnel employed by the Greater Lowell Regional Vocational-Technical School shall also be given to the members of this bargaining unit as long as the continuity of operations is not disturbed.

ARTICLE XXIVBEREAVEMENT LEAVE

Full-time employees will be allowed leave with pay for up to three (3) consecutive work days, any one (1) time, in the event of death in the immediate family. Immediate family is defined as follows: the employee's spouse; the child, parent, sibling, grandparent, grandchild, aunt and uncle of either the employee or the spouse thereof; the employee's son-in-law or daughter-in-law; and any relative of the employee or the spouse thereof who was actually living in the immediate household of the employee at the time of the death or commencement of the final illness or accident which led to his/her death.

In extenuating circumstances, the Superintendent-Director may grant other or longer funeral.

ARTICLE XVPERSONAL LEAVE

Personal leave for 12-month full-time employees shall be allowed on a non-cumulative basis, three (3) days of paid personal leave for imperative personal business. Requests for such leave must be in writing to the immediate supervisor not less than twenty-four (24) hours prior to the absence whenever possible. Personal leave shall not be used either at the beginning or at the end of a weekend which includes a holiday.

ARTICLE XXVIVACATION

Vacation time for full-time employees shall be earned monthly and can be used as accumulated. An employee requesting earned vacation pay will be paid on the last scheduled payroll prior to vacation, provided a three week notice, in writing, is given to the payroll department. A holiday in a vacation period will not be charged to vacation time. All vacations must be scheduled in advance with the immediate supervisor who will review all vacation requests and approve or disapprove vacations to insure that the continuity of the operation is not disturbed. Employees may work and receive salary on straight time in lieu of vacation, only upon approval of the Superintendent-Director.

If an employee is called back to work while on vacation, he/she will be granted an amount of time equal to one and one-half (1 1/2) times the amount of time actually worked as compensatory time off at a later date.

LENGTH OF EMPLOYMENTVACATION WITH PAY

Less than one year

One (1) day for each full month to 10 (10) days

At least one (1) year but less than five (5) years

Ten (10) days

At least five (5) years (employee must complete his fifth year of employment during the calendar year vacation is taken)

Fifteen (15) days

At least ten (10) years

Twenty (20) days

At least twenty (20) years

Twenty-Five (25) days

ARTICLE XXVIISICK LEAVE

During their first year of employment, twelve month, full-time employees will receive sick leave to be earned at a rate of 15 days per year (1 1/4 days per month. On the July 1st following their first anniversary date of hire and on every subsequent July 1st, twelve month, full-time employees will receive fifteen (15) days of sick leave.

In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, Maintenance personnel who have served Greater Lowell Technical High School for a minimum of ten (10) years and who have attained age 55 will upon retirement from the district be paid an amount as indicated below of their unused sick leave accumulation as of the effective date of their retirement:

Retirement 20%

ARTICLE XXVIIISENIORITY AND JOB POSTING

- A. Seniority shall be defined as the length of unbroken continuous service at the Greater Lowell Regional Vocational-Technical School in a full-time position covered by this Contract.

Seniority will be one of the factors considered at all times in matters of:

- 1) Department vacation time.
- 2) Schoolwide posted full-time job vacancies within the bargaining unit.
- 3) Change of shifts (final decision up to immediate supervisor).
- 4) Skeleton crew days (final decision up to immediate supervisor).
- 5) Cut backs
- 6) Layoffs
- 7) Recalls

- B. All vacancies which occur in this Bargaining Unit shall be posted for seven (7) consecutive days within the school.

Consideration will be given to employees who apply and are qualified for such vacancies.

- C. In the event of a reduction in force such reduction in force will be by seniority in classification. A senior rified employee in Level A shall have the right to bump into other Level A classifications if he is qualified to perform in said Level A classification; a senior rified employee in Level B shall have the right to bump into other Level B classifications if he is qualified to perform in said Level B classifications.

Every employee who exercises his contractual bumping rights will have a thirty (30) calendar day period to qualify for the job he has bumped into.

For the purposes of this article, the term "to qualify" means the employee must possess the ability to perform the job to the satisfaction of his immediate supervisor.

Should the employee not qualify for the job or not desire the said job, the employee (s) originally bumped shall be recalled according to seniority. This recall period shall be twenty-four (24) months in duration.

In the event that two or more employees applying are equally considered for a position, seniority will be considered.

## ARTICLE XXIX

### GRIEVANCE PROCEDURE

- A. A "Grievance" is hereby defined as a complaint by a non-certified employee or group of non-certified employees on an alleged violation of this agreement, or any controversy, misunderstanding or dispute arising as to the interpretation, application, or observance of any of the provisions thereof.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to the employee's bargaining representative shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered.
- D. A grievance that affects a group of non-certified employees may be submitted in writing to the Superintendent-Director directly, and the processing of such a grievance shall commence at Step 3.

#### STEP ONE

When a non-certified employee has a grievance, the aggrieved employee shall informally present the grievance to his/her supervisor within ten (10) days of the incident. The supervisor shall endeavor to settle the grievance in this informal session.

**STEP TWO**

- (a) If the grievance shall not have been settled, the aggrieved employee shall present the grievance in writing to his/her supervisor. Within five (5) days after receipt of such a presentation, the supervisor shall hold a meeting, which meeting may be attended by the aggrieved employee and the Committee's representative in charge of non-certified personnel.
- (b) Within five (5) days after the conclusion of the Step Two meeting, the supervisor shall submit a copy of his written decision of the grievance to the aggrieved employee, a copy to the employee's bargaining representative, and a copy to the Committee's Negotiator.

**STEP THREE**

- (a) If the grievance shall not have been settled at Step Two, the employee's bargaining representative may present the grievance in writing to the Superintendent-Director. That presentation shall be made within five (5) days after the date of the decision at Step Two.
- (b) Within five (5) days after receipt of such a presentation, the Superintendent-Director or his designee shall hold a meeting which may be attended by the aggrieved employee and the employee's bargaining representative.
- (c) Within five (5) days after the conclusion of the Step Three meeting, the Superintendent-Director shall submit a copy of his written decision of the grievance to the employee, a copy to the employee's bargaining representative, and a copy to the Committee's Negotiator.

**STEP FOUR**

If the grievance shall not have been settled at Step Three, the employee's bargaining representative may, in writing, request a review hearing before the full School Committee. The request for said review hearing shall be made not later than five (5) days from receipt of the Superintendent-Director's written decision as provided for in Step Three. The review hearing shall be held within five (5) days after the receipt of the written request for same from the employee's bargaining representative.

**STEP FIVE**

If the grievance shall not have been settled at Step Four, the employee bargaining representative may cause the grievance to go to binding arbitration. To do so, the employee's bargaining representative shall, within thirty (30) days after receipt of the Committee's Step Four decision, file for binding arbitration. The Committee shall pay one-half of the arbitrator's fees and expenses, if any are chargeable, and the other half shall be paid by the employee's bargaining group.

ARTICLE XXX

UNIFORMS

The Committee shall annually provide, on July 1<sup>st</sup> of each year, five (5) uniforms to the employees.

The Committee shall provide one (1) pair of work/safety shoes, the cost of which is not to exceed (\$75.00) dollars for each year covered by this contract.

The Committee shall provide one (1) winter jacket, the quality of which shall be comparable to those previously provided, during the life of this contract.

ARTICLE XXXI

DISCRIMINATION & ORGANIZATION RIGHTS

1. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age.
2. There shall be no discrimination by agents of the employer against any employee because of his or her activity, membership or non-membership in the union. The employer further agrees that there will be no discrimination against any member for his or her adherence to any provision of this Agreement.

ARTICLE XXXIIWAGE AND SALARY SCHEDULECLASSIFICATION

Level A:	Plumbers, Electricians & Air Conditioning Technicians
Level B:	General Maintenance & Shipper Receiver
Level B1:	Groundskeeper Hydraulic/Heavy Equipment License

WAGE SCHEDULEEffective July 1, 2007 to June 30, 2008(2% Increase)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>LEVEL A:</u>	\$53,942	\$54,743	\$55,551	\$56,359	\$57,161
<u>LEVEL B:</u>	\$39,621	\$40,425	\$41,229	\$42,036	\$42,841
<u>LEVEL B1:</u>	\$41,621	\$42,425	\$43,229	\$44,036	\$44,841

Effective July 1, 2008 to June 30, 2009(2.5% Increase; Step 6 \$900)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>LEVEL A:</u>	\$55,291	\$56,111	\$56,940	\$57,768	\$58,590	\$59,490
<u>LEVEL B:</u>	\$40,611	\$41,436	\$42,260	\$43,087	\$43,912	\$44,812
<u>LEVEL B1:</u>	\$42,611	\$43,436	\$44,260	\$45,087	\$45,912	\$46,812

Effective July 1, 2009 to June 30, 2010(2.5% Increase; Step 7 \$900)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>LEVEL A:</u>	\$56,673	\$57,514	\$58,363	\$59,212	\$60,055	\$60,977	\$61,877
<u>LEVEL B:</u>	\$41,626	\$42,472	\$43,317	\$44,164	\$45,010	\$45,932	\$46,832
<u>LEVEL B1:</u>	\$43,626	\$44,472	\$45,317	\$46,164	\$47,010	\$47,932	\$48,832

ARTICLE XXXIII

LONGEVITY

Employees shall receive as compensation the following remuneration for the service in Lowell Trade and Vocational School and/or the Greater Lowell Regional School.

- \$700 total longevity - 16th through 19th years of service
- \$1400 total longevity - 20th through 24th years of service
- \$2000 total longevity - 25th or more years of services

ARTICLE XXXIV

This Agreement shall be for the period July 1, 2007 to June 30, 2010, and the terms and provisions contained herein shall become operative on the date of execution by the Union and by the Employer and shall become effective pursuant to the terms set forth in this Agreement.

Should a successor Collective Bargaining Agreement not be executed by July 1, 2010, the terms and provisions of this Agreement shall remain in full force and effect until a successor Collective Bargaining Agreement is executed and implemented.

This Agreement entered into this 12th day of June, 2008

FOR THE GREATER LOWELL REGIONAL SCHOOL COMMITTEE:

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FOR AFSCME, AFL/CIO COUNCIL 93, LOCAL 1404:

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Approved: \_\_\_\_\_

Long & DiPietro  
General Counsel